

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION

FILED-CLERK
U.S. DISTRICT COURT
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TEXARKANA DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

vs.

WFC LIMITED PARTNERSHIP d/b/a
WORLD FINANCE CORPORATION,

Defendant.

CIVIL ACTION
NO. 5:01CV271

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC"), and WFC LIMITED PARTNERSHIP d/b/a WORLD FINANCE CORPORATION ("World Finance"), in the United States District Court for the Eastern District of Texas, Texarkana Division, with regard to the EEOC's Complaint filed on September 28, 2001 (Complaint), in Civil Action No. 5:01CV271. The Complaint is based upon Charges of Discrimination filed by Tonia Duffee and Will Evans, Charging Parties, against the Defendant employer.

The above-referenced Complaint alleges that World Finance violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by terminating Tonia Duffee and Will Evans on the basis of interracial association and on the basis of sex (female). The Defendant employer World Finance denies all of the allegations made in the complaint filed by EEOC and in the charges raised by Duffee and Evans.

The EEOC, Duffee, Evans and World Finance agree to compromise and settle the differences embodied in their respective charges and Complaint and intend that the terms

and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 310A2075 and 310A2076. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced Charges and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charges.

2. The parties agree that this Consent Decree does not constitute an admission by World Finance of any liability or wrongdoing. World Finance expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended or Title I of the Civil Rights Act of 1991.

3. World Finance agrees that it shall continue to conduct all employment practices in a manner that does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991 and it shall continue its policy of non-retaliation against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge. World Finance will continue to maintain a workplace environment free from racial and sexual discrimination.

4. World Finance agrees to distribute the Notice appended hereto as Attachment "A" to each of its employees. A copy of Attachment "A" will be delivered to each employee at the employee's work location. Also delivered to each employee at the same time will be a notice stating the following: "This is a copy of World's anti-discrimination policy. World reiterates its commitment to providing a workplace free of discrimination of any kind. Please read the policy and keep a copy for your records." This distribution must be accomplished within six months after the Consent Decree is entered. New employees will be given a copy of the notice and Attachment "A" within thirty days of their hire. This procedure will remain in effect during the two-year pendency of this Consent Decree. The notice Attachment "A" shall be and will remain posted on employee bulletin boards in Texas during the two-year pendency of the Consent Decree. Within twenty (20) days of accomplishing the initial distribution required hereby, World Finance shall report the accomplishment of that distribution.

5. World Finance shall, within six months of the entry of this Consent Decree, implement additional Equal Employment Opportunity training regarding policies and procedures related to racial and sexual discrimination in the workplace. The additional Equal Employment Opportunity training will consist of Racial and Sexual Discrimination Training for all employees of World Finance. The additional Equal Employment Opportunity training will also advise employees of World Finance of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The additional Equal Employment Opportunity training will also inform the employees of World Finance of the complaint procedure for individuals who believe they have experienced racial or sexual discrimination. The additional Equal Employment

Opportunity training will also advise employees of World Finance, including supervisors and managers, of the consequences of violating Title VII. The additional Equal Employment Opportunity training will also include a specific discussion or instruction relating to the issue of interracial association and sexual discrimination. The additional Equal Employment Opportunity training shall be at least one hour in duration. Within ten (10) days after the additional Equal Employment Opportunity training is conducted World Finance shall give written notice to the EEOC as to the date and location of the additional Equal Employment Opportunity training, the name of the person providing the additional Equal Employment Opportunity training and the substance of the additional Equal Employment Opportunity training. The additional Equal Employment Opportunity training shall be conducted at least once each year during the term of this 2-year agreement.

6. World Finance agrees to provide a neutral employment reference for Tonia Duffee and Will Evans limited to the dates of employment, the last position held and the last salary earned.

7. World Finance agrees to remove from its personnel files for Tonia Duffee and Will Evans within twenty days following the entry of this Consent Decree all documents, entries and references relating to: the facts and circumstances which led to the filing of their Charges of Discrimination; the Charges themselves; and the complaint filed by the EEOC in federal court. Within twenty days after the expungement, World Finance shall send a report to the EEOC describing the items expunged from the Charging Parties' personnel files and providing to the EEOC copies of any neutral references that it has given.

8. World Finance agrees to pay Duffee the amount of eighty nine thousand and five hundred/500 dollars (\$89,500.00) and to pay Evans the amount of thirty thousand and no/100 dollars (\$30,000.00) to resolve all claims for damages, costs, attorney's fees or any other claim which was or which could have been brought by them or by the EEOC. These payments shall be made by checks payable to Tonia Duffee and Mark Brodeur, attorney, and to Will Evans and Mark Brodeur, attorney, respectively, and delivered to Mark Brodeur, attorney within twenty (20) days following the entry of this Consent Decree.

9. All reports to the EEOC required by this Consent Decree shall be sent to Keri L. Mallon, Trial Attorney, U. S. EEOC, 207 S. Houston, Dallas, Texas 75202.

10. If World Finance fails to tender any payment required hereunder it shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621 (b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

11. Neither the EEOC, Tonia Duffee, Will Evans nor World Finance shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Consent Decree shall be construed to preclude the EEOC from enforcing this Consent Decree in the event that World Finance fails to perform the promises and representations contained herein. EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States

District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

12. The EEOC, Duffee and Evans shall not bring further suit or intervene in any suit against World Finance based upon the above-referenced discrimination charge, any of the allegations contained therein, the EEOC's investigation of the charge or the underlying facts.

13. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

14. The term of this Consent Decree shall be for two (2) years.

SO ORDERED, ADJUDGED AND DECREED this 27th day of

June, 2002.



U. S. DISTRICT COURT JUDGE

CONSENTS ON FOLLOWING PAGE

AGREED AS TO FORM AND SUBSTANCE:

FOR THE PLAINTIFF EEOC:

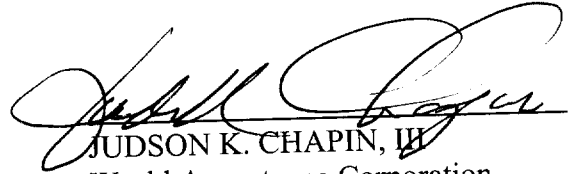


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FOR THE DEFENDANT:



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FOR THE CHARGING PARTIES



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